EXHIBIT F PART 16

*Case 10-93904-BHL-11 Doc 410-30 Filed 03/28/11 EOD 03/28/11 12:22:40 Pg 2 of

SUPERIOR LIVESTOCK AUCTION

LOT# 10568 **SELLER** Spring Valley Ranch 254 857-4080

COMMENTS Cactus Feeders @ Ulysses, KS SLA PD 11/14

BANK

CONTRACT # 59689 12/2/2010 13:14:52 DELIVERY DATE Nov 9 2010 SALE DATE Nov 5 2010 PAPERWORK REC'D

Date entered 11/9/2010 Entered by mgm

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Fort Worth, TX 76164 1-800-422-2117

Brush CO 80723 1-800-523-6610

129

Lot #: 10568

0161

THIS CONTRACT made and entered into this November, 2010 , in Brush, Morgan County, Colorado by and between Spring Valley Ranch 1034 Foggy Valley Rd Moody TX 76557 Phone Number, (254) 857-4080 hereinafter known as SELLER, and Superior Livestock Auction

PO Box 38 CO 80723 Phone, (970) 842-5566

Fax, (970) 842-2705

Cell. , hereinafter known as BUYER. Seller agrees to sell and Buyer agrees to purchase the following described livestock (the livestock) for the consideration set forth in this contract. VACCINATION PROGRAM:

		PRICE	
Feeder Steers	825	\$106,00	
	Feeder Steers	Feeder Steers 825	

BREED TYPE: Angus cross, Charolais cross, a few Hereford cross & English Exotic cross.

MIXED LOADS: Helfer price will be \$ /CWT under original price of steers.

ORIGIN: Home Raised & Purchased Local Ranch COUNTRY OF ORIGIN: USA

FRAME: Med Lg - Lg FLESH: Lt Med - Med

HORNS: **Tipped or Muley** EST WT VARIANCE: Uneven FEEDING PROGRAM: Native grass & cake 2-3 times weekly for handling.

CURRENT LOCATION: Ranch, 20 mile(s) S of Waco, TX which is 100 miles S of Fort Worth, TX

where the livestock shall remain and be handled in their normal and usual manner until delivery, unless otherwise expressly agreed in writing.

DELIVERY: Seller shall deliver the Livestock to Buyer F.O.B.

Nov. 8-16, 2010 at the option of the representative.

Ranch on/between

WEIGHING CONDITIONS: Gather early & weigh on ground w/a 3% or load on buyers truck, haul approx. 10 miles & weigh on truck w/a

2%, depending on location on ranch.

SLIDE: If the livestock average over the base weight the price will be adjusted cents per pound for every

pound over that weight on the total net pounds. COMMENTS: Knife cut. Nice set of strs. Filmed 11/1/10.

VACCINATIONS: BoviShield Gold 5, One Shot Ultra 8 & wormed w/Dectomax.

AGE/SOURCE VERIFIED: No

LIVESTOCK OWNERS' FEED CERTIFICATE ON FILE: Yes IMPLANTED: Nο

BANGS VACCINATED:

INSPECTIONS AND WARRANTIES: Seller shall deliver within ninety-five percent (95%) of the above stated number of livestock, exclusive of any stags, crippled, blind, bad eyed, locoed, lump-jawed or otherwise unmerchantable livestock, and any livestock that are not as described above. If Buyer or his agent is present at delivery and the livestock are removed by the carrier, such action constitutes irrevocable acceptance of the livestock by the Buyer. If Buyer is not present at delivery Buyer shall notify Superior Livestock Auction, Inc.(SLA) of any grievance regarding any livestock within twenty-four (24) hours after arrival. Buyers failure to so notify SLA shall constitute irrevocable acceptance of the livestock and bind him to pay the contract price for the livestock. Seller shall furnish to Buyer any brand and health certificates required for interstate shipment and Federal Law. if additional health certificates, tests, or documentation is required for shipment, it shall be at the Buyer's request and expense. Seller and SLA warrant that Seller has good and marketable title to the livestock and that the livestock will be delivered free from all security interests, liens or encumbrances. Said livestock are subject to a lien, security interest or chattel mortgage in favor of

SEE ADDENDUM

which shall be satisfied by Seller prior to or at delivery. Seller agrees to defend title to the livestock and indemnify and hold SLA and Buyer harmless from any and all loss or damage on account of any liens, encumbrances, or other defects in title. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS CONTRACT.

RISK OF LOSS: The risk of loss of the livestock passes to Buyer at the time that the livestock are loaded on the carrier.

PAYMENT OF CONSIDERATION: As consideration for the livestock, Buyer agrees to pay SLA for the benefit of Seller the price stated above, adjusted by the SLIDE, if applicable. Payment of the price shall be governed by the provisions of this agreement. Buyer agrees to pay SLA for the benefit of Seller \$40.00 per head on 60 head, the sum of \$ 2,400.00 as part payment, upon entering into this contract and to pay the remaining balance to SLA at the time of delivery. If Buyer is present at delivery, payment is to be made at delivery. If Buyer is not present at delivery, payment is to be received by SLA no later than the first business day following the day of delivery. Buyer agrees to make payment by wire transfer of funds or by Express Mailing or Federal Expressing a check. If there will be multiple shipments, Buyer agrees to pay for each day's delivery in the manner stated herein. All payments are due and payable in Brush, Morgan County, Colorado.

Seller acknowledges that it has received from SLA \$30.00 per head, the sum of \$ 0.00 , as part payment for the livestock and agrees that the remaining balance, (including the \$10.00 per head received from Buyer and not paid to Seller which is being held in SLA's Custodial Account for Shipper's Proceeds as a deposit on commission until delivery when the actual commission can be determined), less commission and other lawful charges shall be paid at delivery.

REVERSE SIDE: THIS CONTRACT IS SUBJECT TO ALL CONDITIONS ON THE REVERSE SIDE HEREOF. SAID CONDITIONS ARE A PART OF THIS AGREEMENT. In witness hereof, each party to this agreement has caused it to be executed at Brush, Morgan County, Colorado on the date indicated above.

(254) 729-3191

SELLER: Spring Valley Ranch

BUYER: Superior Livestock Auction

M. Morrow Sha REPRESENTED BY: Stuart Wharton

BY:

K Lrye SLA 54) 729-5468 (254) 6

OPEN HEIFERS: Unless otherwise stated, heifers sold in this contract are not quaranteed open.

PARTIAL INVALIDITY: No partial invalidity of this agreement shall affect the reaminder.

SECURITY AGREEMENT: Buyer hereby grants to Superior Livestock Auction, Inc. a security interest in the livestock described herein, including the products and proceeds thereof, until such time as Superior Livestock Auction, Inc. actually receives final payment of the full purchase price of said livestock on any payment item issued or until Superior Livestock Auction. Inc. actually receives full and final payment for the livestock by cashier's check or wire transfer of funds.

DEFAULT: In case of default of either Buyer or Seller, the defaulting party shall be liable for actual and incidental damages as are permitted by the Uniform Commercial Code, plus court costs and attorney's fees, as well as to any available equitable relief. Default shall exist if full and final payment is not received within one day from the date Buyer takes possession of the livestock described herein, or if the check given in payment for the livestock is dishonored, or upon the death, bankruptcy or insolvency of the Buyer or upon the sale of said livestock without Superior Livestock Auction's written permission. Upon default, Superior Livestock Auction, with or without notice, may exercise any and all rights accorded it by law and this contract, including but not limited to the following: If Buyer defaults, he will forfeit his \$40 per head part payment. Upon Seller's failure, for any reason whatsoever (other than an act of God), to deliver to Buyer, all cattle purchased hereunder, as herein required. Seller shall promptly retund to Superior Livestock Auction the part payment advanced on such undelivered cattle, plus commission. Superior Livestock Auction will refund to the Buyer the total amount of the part payment advanced by the Buyer. This shall constitute the only liability of Superior Livestock Auction to Buyer. Superior Livestock Auction shall also have the option, in the event of default by Buyer, of paying Seller in full for the cattle and of holding and reselling the cattle in a reasonable commercial manner. In that event, Buyer shall be liable to Superior Livestock Auction for all damages incurred, including costs, attorney's fees, and decline in market value of the cattle.

FAILURE TO DELIVER WITHIN 95% OF CONTRACT: In the event Seller fails to deliver within 95% of the cattle sold. Seller will be liable for replacing any cattle not delivered with cattle of equal size and quality or pay the Buyer the difference between the price stipulated in the sales contract and the then prevailing market price on the number of livestock not delivered, based on the average weight of those delivered and/or make the necessary freight adjustment to Buyer at Buyer's option. Replacement of cattle, monetary adjustment and/or freight adjustment shall be at the Seller's expense and Buyer's approval.

GOVERNING LAW: All legal actions instituted for any default in payment or lack of sufficient funds in any financial institution to pay creeks tendered, or default by payment with no account checks, shall be determined exclusively by Colorado law.

ARBITRATION OF DISPUTES: Any controversy or claim arising out of er relating to this Agreement, or the breach thereof, shall be submitted to binding arbitration upon the written demand of any party to this agreement, which demand shall be served on all parties at the addresses set forth herein. The parties shall promptly submit the dispute to the American Arbitration Association (the "AAA") for resolution by a single neutral arbitrator acceptable to both parties, as selected under the rules of the AAA. The dispute shall then be administered according to the AAA's Commercial Arbitration Rules, with the following modifications; (i) the arbitration shall be held in Ft. Worth, Texas; (ii) the arbitrator shall conduct the arbitration as if it were a bench trial and shall use, apply and enforce the Texas Rules of Evidence and Texas Rules of Civil Procedure; (iii) the arbitrator shall have no power or authority to make any award that provides for consequential, punitive or exemplary damages. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Each party to the dispute shall bear its own expenses arising out of the arbitration.

NO ASSIGNMENT OR DELEGATION: No right or interest in this contract shall be assigned by either party, Buyer or Seller. However, both Buyer and Seller acknowledge that Superior Livestock Auction, upon the default of Buyer or Seller, may take an assignment of this contract from either Buyer or Seller and enforce the contract in the name of Superior Livestock Auction.

EXECUTION: Should Buyer or Seller not be present or available to execute the herein contract on auction day, the making of part payment by Buyer, or the receipt and negotiation of part payment by Seller, shall constitute full agreement by Buyer or Seller to the terms and conditions set forth herein. Mailing, postage prepaid, of the herein agreement to Buyer or Seller at their last known address, shall serve as full notice to Buyer and Seller of the said terms and conditions. Failure of Buyer or Seller to object in writing, by facsimile transmission or first class U. S. mail, to the terms and conditions herein, within twenty-four (24) hours after receiving notice, shall constitute a waiver on the part of Buyer or Seller of lack of notice, or agreement, to all the terms and conditions herein.

ACT OF GOD: Seller & Superior Livestock Auction shall not be liable for any delay or failure to deliver any or all of the livestock in case delay or failure is caused by any act of God or by destruction in whole or in part of the livestock. When Seller claims excuse for nonperformance under this paragraph, reasonable notice & documented proof must be given to Buyer & Superior Livestock Auction.

ENTIRE CONTRACT: This contract contains the entire agreement between Seller and Buyer and cannot be changed except in writing signed by both parties.

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	REVISED DATE

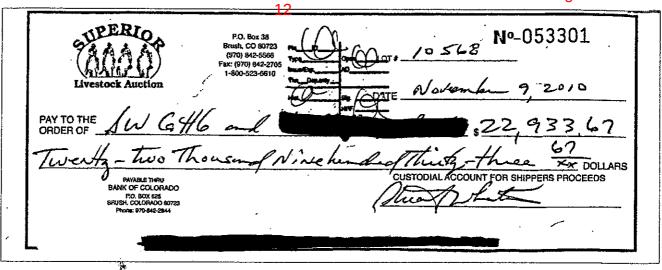
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DDA Debits - 11/10/2010

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DDA Debits - 11/10/2010



DDA Debits - 11/10/2010

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DDA Debits - 11/10/2010

131 E. Exchange Ave., Suite 121 Fort Worth, TX 76164

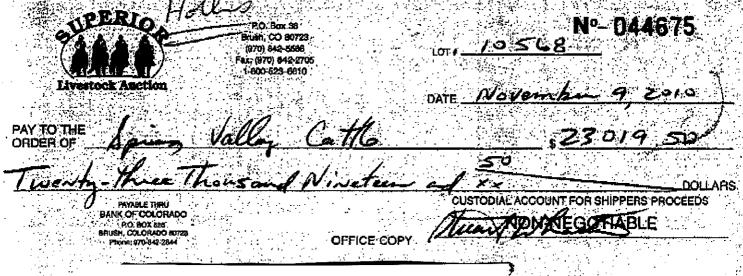
(817) 624-3800 Fax: (817) 624-3325

1-800-422-2117

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P.Q. Box 38 Brush, CO 80723 (970) 842-5566 Fax: (970) 842-2705 1-800-523-6610

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Case 10-93904-BHL-11 Dec 410-30 Filed 03/28/11 EOD 03/28/11 12/2:415 350 if

131 E. Exchange Ave., Suite 121 Fort Worth, TX 76164 (817) 624-3800 Fax: (817) 624-3325 1-800-422-2117



P.O. Box 38 Brush, CO 80723 (970) 842-5566 Fax: (970) 842-2705 1-800-523-8610

Livestock	
11/9/10	

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P.O. Box 38 Brush, CO 80723 (970) 842-5566 Fax: (970) 842-2705 1-800-523-5610

131 East Exchange, Sube 121 Fort Worth, TX 76106 (817) 624-3800 Fax: (817) 624-3325 1-800-422-2117

DRIVER HAS VISUALLY INSPECTED AND COUNTED ALL CATTLE LOADED AND ACCEPTS CATTLE AND HEAD COUNT AS STATED ABOVE. PAPERS SENT WITH TRUCKS: COMMENTS CONDITION OF CATTLE WHEN LOADED NUMBER OF HEAD LOADED. LOADED AT SELLER TRUCKED BY **LOT#** BRAND 8250 TRUCKERS/SIGNATURE HEALTH and work TRUCKER'S BILL OF LADING WEIGH TICKETS 364 305 0699 , DATE DESTINATION BUYER Start TIME OF DEPARTURE SLA MARKETING REPRESENTATIVE BUYERS INVOICE. X C1 11 TRUCK # 10 ついる人

FROM Case 10-93904-BHL-11

Bunk, CO 80723

Fax (970) 842-55708-1

Fa 2018 14:58/ST 14:57/No 7582728824 3 Doc 410-30 2785t WEIGHT WEIGH BACKS 02/50 オン 을 * - DATE CERTIFIED _ LOT # _ WEIGHT DATE TOTAL CATTLE WEIGHED LESS WEIGHBACKS Livestock Auction GROSS WEIGHT WEIGHSHEET <u>유</u> NAME & LOCATION OF SCALE) WEIGHT ₽* 131 East Exchange Ava., Suite 121 Fort Worth, Tx 76164 (817) 624-3800 Fax: (817) 624-3325 1-800-422-2117 6975 53857 5220 3675 WEIGHT WEIGHED AT SELLER BUYER 오 * æ Q

WEIGHED BY.

131 East Exchange, Suite 121 Fort Worth, TX 76164 1-800-422-2117 (817) 624-3800 Fax: (817) 624-3325



P.O. Box 38 Srush, CO 80723 1-800-529-6610 (970) 842-6566 Fax: (970) 842-2705

				A/L1	COLUC:	r Mucaus							
Date	11/9/10					Lot# 10568							
Buyer			A	Cac	fus	Feed							
Address	17.0.	Box	≥ه تر	<u>්</u>									
City	Am	mello				State	7/		Zip Code	76	111	·	
Seller	er pain, Vally Caffle					Weighted At Ranch							
	<i>F 7</i>			-			/\/					·	
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proper Stati	cattle listed on thi a Beef Council b	s invoice nas pi y Superior Live	stojk Auct	ed and remate ion or the app	ed to the propriate	NET DUE				47	058	35	
authority."		# 100mg :										<u> ••• </u>	
		CERTIFICAT	E OF VA	CCINATIO	V	- Carlo Department			CERTIFIE	D NATU	IRAL		
CIRCLE	#138 T	VAC24 V/ SELECTVAC	4C34 24	VAC34+ 34 34+	VAC45 45	PRECON PRECON		The seller	certifies that th	ese cattle	have NOT b	ippn:	
1 22		nd Name	Date Given			Administrated			· injected with s	ected with any antihinkay or ingradients			
7-way						IM / Sub Q		A. Fed or injected with any antibiotics or ingredien containing possible antibiotic residues.				LILETIES	
BR. PI9, BVD & BRS	V				IM / Sub Q	B. Fed any antibiotic lonophores.							
3oustered				4. 5. 5. Mb. od to.		IM / Sub Q				•			
asteurella	a				IM / Sub Q	d any synthetic hormones, or steroids of any kind.							
300stered				 		IM / Sub Q	-	D Fed at	w face contain	ina prote	in derived fro	·m	
Other	-			······································		IM / Sub-Q	-	mamn	ny feed contain nalian tissue.	mig prote	ar delived no	""	
he seller he	reby certifies that	t these cattle w	ere admini	stered the abo	l Ové váčcina								
					/11-VI/14		v						
☐ Aq	e/Source /erified	Database								SellerPlease			
vermed		Provider					Initi				lial		
he seller a	ttests that all liv	estock referer	nced by th	is documen	t are of				origin.				
		·/	- , -						45				
Jeller's Sign	ature			•	**************************************			Date					